Permit #F00136938

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: F00136938 **Type of Permit:** FILMING **Release Date:** 04/26/2018

Production Company EFT MEDIA PRODUCTIONS LLC DBA EVOLUTION MEDIA

Insured Company Name EFT MEDIA PRODUCTIONS LLC DBA EVOLUTION MEDIA

Contact Phone No. 1 818-260-0300

Contact Phone No. 2

Fax

Address 3310 W. VANOWEN ST BURBANK, California 91505

Production Title BOTCHED 5

Type of Production TV Reality

Producer Mark Grzesiuk

Director Beth Kockendorfer

1st AD Louis Boyd

Production Manager Victoria Van Vleet

FilmL.A. Coordinator Daniel Poissant

Location Manager Sheila Ryan
Primary Phone Mobile - 323-532-3844
Secondary Phone

Location Assistant Sheila Ryan
Primary Phone Mobile - 323-532-3844
Secondary Phone

Fees

FILMLA NON-REFUNDABLE FILM APPLICATION FEE	$660.00
LA CITY FIRE DEPARTMENT SPOT CHECK SURCHARGE	$85.00

Total Permit Fee $745.00

Number of Locations 2

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Summary Information

Location

Permit Number	F00136938	**Location Manager**	Sheila Ryan
Production Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Primary Phone	Mobile - 323-532-3844
Insured Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Secondary Phone	
Production Title	BOTCHED 5		

Location Address All areas under the Jurisdiction of the City of Los Angeles, Excluding RESIDENTIAL AREAS, THE ARTS DISTRICT, CHINATOWN, THE OLD BANK DISTRICT, HANCOCK PARK/WINSOR SQUARE, THE PACIFIC PALISADES & Other Special Condition Areas, Los Angeles, CA, 90012

Location Name LOS ANGELES CITY ALL JURISDICTIONS GRID

Location Type Grid

Film Dates 4/26/2018 - 5/10/2018 07:00 - 22:00 15 days

Open or Closed to the Public Open

Generic Conditions
Exterior filming activity may not exceed a two hour time frame.
It is the responsibility of the permittee to be aware of Special Condition areas, which are excluded from this grid location. A complete list of Special Condition areas can be found at www. Filmla.com
May not interfere with adjacent traffic lanes or adjacent bike lane
May not interfere with filming activities of production companies in possession of location-specific permits, previously scheduled special events, or existing construction projects.
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No Parking in handicap spaces at anytime.
No stopping and setting up in residential areas before 7am or after 10pm without prior approval
No stopping or setting up in front of merchants or residents without prior approval

Equipment on Location

Type	Quantity
Cast/Crew vehicles	5

Personnel on Location

Type	Quantity
Cast	5
Crew	10

Filming Activities Exterior establishing shots; Interior and exterior dialogue;

Jurisdiction **Political:** Los Angeles City - Council District 14 **Police:** Los Angeles Police Department **Fire:** Los Angeles City

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Summary Information — Location

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Production Title	BOTCHED 5		

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Location Notes

ALL AREAS UNDER THE JURISDICTION OF THE CITY OF LOS ANGELES
PERMITS:
VALID FOR REALITY SHOWS ONLY.
MAXIMUM OF 15 CAST/CREW.
HANDHELD EQUIPMENT OR ONE CAMERA ON TRIPOD ONLY.
MAXIMUM OF 5 PRODUCTION VEHICLES (PICTURE CARS, PASSENGER VANS, CAMERA CAR OR CAST/CREW CARS ONLY).
NO FILMING IN RESIDENTIAL AREAS.
MUST CONTACT FILML.A. TO PROCESS A SEPARATE LOCATION FOR ANY FILMING IN RESIDENTIAL AREAS.
NO STOPPING/SETTING UP IN FRONT OF ANY BUSINESSES/MERCHANTS WITHOUT THEIR PRIOR APPROVAL.
INTERIOR/EXTERIOR FILMING ACTIVITY MAY NOT EXCEED A TWO HOUR TIME FRAME.
PRE-DETERMINED LOCATIONS WITH INTERIOR ACTIVITY WITH A FILMING TIME FRAME EXCEEDING TWO HOURS MUST BE PROCESSED AS A SEPARATE LOCATION WITH FILML.A.
NO INTERFERENCE WITH VEHICULAR OR PEDESTRIAN TRAFFIC. NO ITC OR IPC.
MUST OBEY ALL RULES OF THE ROAD.
NO EQUIPMENT MAY EXTEND OUTSIDE OF SINGLE TRAFFIC LANE OR OBSTRUCT DRIVER'S VIEW.
NO STUNTWORK, PRECISION DRIVING, PYROTECHNICS, GUNFIRE OR OTHER HIGH IMPACT ACTIVITY THAT MAY ATTRACT THE CONCERN OF THE PUBLIC.
ALL VEHICLES MUST CONFORM TO VEHICLE CODES.
NO CABLING OR LIGHTING SET UPS.
NO BLOCKING OF EXITS, ENTRANCES OR DRIVEWAYS.
MUST NOT COMPROMISE FIRE/EMERGENCY PROTECTION SYSTEMS.
IT IS THE RESPONSIBILITY OF THE PRODUCTION COMPANY TO BE AWARE OF SPECIAL CONDITIONS AREAS, WHICH ARE EXCLUDED. THEY INCLUDE, BUT ARE NOT LIMITED TO: THE ARTS DISTRICT, CHINATOWN, HANCOCK PARK/WINDSOR SQUARE, AND THE PACIFIC PALISADES. A COMPLETE LIST OF SPECIAL CONDITION AREAS CAN BE FOUND AT WWW.FILMLA.COM.
SEPARATE PERMITS & APPROVALS MUST BE OBTAINED FOR USE OF ANY LOS ANGELES COUNTY OR CITY PROPERTY/FACILITY.
NO INTERFERENCE WITH OTHER PRODUCTIONS OR SPECIAL EVENTS.
LOCATION(S) OF FILMING SHALL BE DISCLOSED WHEN REQUESTED BY L.A.P.D. OR FILML.A.
A FILM PERMIT DOES NOT GRANT A RIGHT TO FILM ARTWORK OR TRADEMARKED PROPERTIES, LOGOS OR OTHER IMAGES. CONSULTATION WITH LEGAL COUNSEL IS RECOMMENDED IF ARTWORK OR

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Summary Information — Location

Permit Number	F00136938	**Location Manager**	Sheila Ryan
Production Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Primary Phone	Mobile - 323-532-3844
Insured Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Secondary Phone	
Production Title	BOTCHED 5		

TRADEMARKED PROPERTIES, LOGOS, OR IMAGES ARE FILMED.

* THE OLD BANK DISTRICT IS THE AREA BOUNDED BY South Spring St., West 5th St., West 4th St., and Werdin Pl (Downtown L.A.)

Approvals LOS ANGELES CITY POLICE DEPARTMENT — Melissa Hernandez

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

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Summary Information — Location

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Production Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Primary Phone	Mobile - 323-532-3844
Insured Company	EFT MEDIA PRODUCTIONS LLC DBA ...	Secondary Phone	
Production Title	BOTCHED 5		

Location Address 1617 Westcliff Dr, Newport Beach, CA, 92660

Location Type Medical Clinic/Doctor's Office

Film Dates 4/26/2018 - 5/10/2018 07:00 - 22:00 15 days

Open or Closed to the Public Closed

Generic Conditions
All vehicles must be parked on private property
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No Parking in handicap spaces at anytime.

Please see attached documents
20171011-Botched5-Location_agreement-_Terry_Dubrow(Revised).pdf
Newport Beach Permit Conditions.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	5

Personnel on Location

Type	Quantity
Cast	5
Crew	10

Filming Activities Exterior establishing shots; Interior and exterior dialogue;

Jurisdiction **Political:** Newport Beach **Police:** Newport Beach Police Department **Fire:** Newport Beach Fire Department

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Approvals NEWPORT BEACH Monique Navarrete

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

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EFT MEDIA PRODUCTIONS LLC d/b/a EVOLUTION MEDIA
3310 W. Vanowen Street
Burbank, California 91505-1239

LOCATION CONTRACT #2

Terry Dubrow ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract (the "Property"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby gives permission to EFT Media Productions LLC d/b/a Evolution Media and its employees, agents, contractors and suppliers ("Producer") to enter upon and use the Property located at: the interior of Suite #207 (Dubrow's office) and the interior of Suite #106 (Surgical Center) at 1617 Westcliff Dr., Newport Beach, California 92660 between Monday, October 2nd, 2017, through Friday, August 31, 2018, (subject to change on account of weather conditions or change in production schedule) for the purpose of photographing, filming and recording (including, without limitation, sound recording) certain scenes for use in and in connection with the Program (as defined below) and for any additional uses as described below. Producer may use the Property until all scenes requiring the Property have been completed. As used in this contract, the term "Program" shall mean the television programs currently entitled "Botched," "Botched by Nature (WT)" and/or any other "Botched"-branded programming.

Owner acknowledges and agrees that Owner will not be paid compensation for Producer's use of the Property under this contract nor for Producer's exercise of the rights granted by Owner under this contract. Owner further acknowledges and agrees that the consideration Owner will receive for Producer's use of the Property and/or Producer's exercise of its rights under this contract is the opportunity for publicity that the Property and/or Owner will receive if Producer decides to include photographs, film, or recordings made on the Property in any of its productions. If Producer requires use of the Property for additional filming in connection with the Program, Owner shall permit Producer to re-enter upon and again utilize the Property for such purpose. The dates for such additional use shall be subject to Owner's approval, which approval Owner shall not unreasonably withhold.

Producer may place all necessary facilities and equipment on the Property and agrees to remove them after completion of work and leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Producer will replace them. Producer may, if it elects, include any and all signs on the Property and any tradenames, trademarks, copyrights and logos of Owner or visible on the Property (collectively, the "Owner's Marks") in the photographs, film and recordings. Owner represents and warrants that the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances and is free of latent defects or illegal conditions of which Owner is or should be aware except those of which Owner has notified Producer.

Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from any claims and demands arising out of or based upon personal injuries or property damage resulting from the negligence or willful misconduct of Producer, its officers, employees, agents or representatives while Producer is engaged in the aforementioned use of the Property.

If Owner claims that Producer is responsible for any such damage or injury, or both, Owner must notify Producer in writing within five (5) business days of the date that Producer vacates the Property, which writing shall include a detailed listing of all property damage and injuries for which Owner claims Producer is responsible. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the property claimed to be damaged.

Owner acknowledges and agrees that Producer has the right to photograph, film and record the Property, and to broadcast, exhibit and otherwise exploit the photographs, film and recordings of the Property and any and all furnishings, works of art and other objects located in or around the Property, as well as the Owner's Marks, in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity. Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film and recordings made on the Property (including, without limitation, all copyrights) shall be and remain vested in Producer, including, without limitation, the right to use and reuse all such photographs, film and recordings in and in connection with subsequent related and unrelated productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips, and other materials, etc. Neither Owner nor any tenant or any other party having an interest in the Property shall have any claim or action against Producer or any other party arising out of any use of the photographs, film and/or recordings. Owner's sole remedy for breach of this contract by Producer shall be an action for money damages. In no event will Owner be entitled to injunctive or other equitable relief, and in no event will Owner be entitled to terminate this contract. Producer has no obligation to include the Property in the Program or in any other production.

NOT A PERMIT

Owner represents and warrants that Owner has the right to enter into this contract and to grant Producer all rights provided by this contract. In the event that Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract and to grant Producer all rights provided hereunder. Owner agrees not to make any commercial or any other use of the fact that the Property appeared or may appear in the Program or in any of Producer's productions.

If any controversy or claim arising out of or relating to this contract, or the breach of any term hereof, cannot be settled through direct discussions, the parties agree to endeavor to first settle the controversy or claim by mediation conducted in the County of Los Angeles and administered by JAMS under its applicable rules, before commencing any proceedings permitted under this paragraph. If a dispute is not otherwise resolved through direct discussions or mediation, the controversy or claim, including the scope or applicability of this agreement to arbitrate, shall be resolved by final and binding confidential arbitration conducted in the County of Los Angeles, and administered by JAMS in accordance with the Streamlined Arbitration Rules and Procedures of JAMS or subsequent versions thereof, including the optional appeal procedure (the "JAMS Rules", available at www.jamsadr.com, including, without limitation, the rules providing for limited discovery and other exchange of information and, to the maximum extent permitted by law, the rule providing that each party shall pay *pro rata* its share of JAMS fees and expenses). The JAMS Rules for selection of mediators and arbitrators shall be followed, except that the mediator or arbitrator shall be (i) an experienced mediator or arbitrator (as applicable), who is experienced in the entertainment industry and licensed to practice law in California or (ii) a retired judge. Notwithstanding the above requirements, if a party files suit in court or files an arbitration before first seeking to mediate, in direct violation of this paragraph, the other party does not have to request mediation to enforce the right to compel arbitration as required under this paragraph. Upon the conclusion of any arbitration proceedings, the arbitrator shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision reached and shall deliver such documents to each party to the dispute. The arbitrator shall not have the authority to grant any remedies the parties to any dispute have waived herein.

Owner agrees that Producer may license, assign and otherwise transfer this contract and all rights granted by Owner to Producer under this contract to any person or entity. Owner hereby agrees to indemnify Producer from and against any and all losses, liabilities, damages, expenses and claims (including reasonable attorneys' fees) caused by, resulting from, arising out of or related to any breach of the representations, warranties or agreements made by Owner in this contract.

Producer shall have the right to cancel this contract at any time prior to Producer's use of the Property. Upon Producer's cancellation of this contract, neither Producer nor Owner shall have any obligations whatsoever under this contract, and Owner shall immediately refund to Producer any and all sums previously paid by Producer (if any) pursuant to this contract. If any provisions of this contract are held to be void or unenforceable, all other provisions of this contract shall continue in full force and effect.

This is the entire contract. No other authorization is necessary to enable Producer to use the Property for the purpose contemplated. Nothing in this contract shall limit or restrict any rights otherwise enjoyed by Producer under law or contract.

ACCEPTED AND AGREED:

EFT MEDIA PRODUCTIONS LLC
d/b/a EVOLUTION MEDIA

("Producer")

By: _____

Its: _____

_____
("Owner")

By: Terry Dubrow

Business Address: 1617 Westcliff Dr.
Newport Beach CA 92660

Phone: 949-515-4111

NOTE: If property agent signs on Owner's behalf, please complete the following:
I, _____, warrant and represent that I am the authorized agent and representative of the above named Owner of the Property, and I have been expressly authorized by Owner to license Producer the right to use the Property and grant to Producer all the rights granted to Producer under this contract, and I have, by my signature above, bound Owner to the terms and conditions of this contract.

_____ Agent's Address _____
Signature of Agent for Owner

NOT A PERMIT

_____ Agent's Telephone Number _____

Print Name of Agent

NOT A PERMIT

NEWPORT BEACH PERMIT CONDITIONS

- The conduct of such activity will not unduly interfere with traffic or pedestrian movement, or tend to interfere with or endanger the public peace or rights of nearby residents to the quiet, peaceable and unmolested enjoyment of their property, or otherwise be detrimental to the public peace, health, safety or general welfare.

- The conduct of such activity will not unduly interfere with normal governmental or City operations, threaten to result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant.

- The conduct of such activity will not constitute a fire hazard, and all proper safety precautions will be taken.

- The conduct of such activity will not require the diversion of so great number of police officers of the City to properly police the area of such activity as to interfere with normal police protection.

- Permittee shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Permittee, his or her employees, representatives, officers and agents in the course of Permittee's event/activity; however, Permittee shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

- The Finance Director or his designee may revoke this permit issued for any of the following reasons:
    - The permittee has ceased to meet the requirements and provisions for issuance of permit;
    - The applicant gave materially false, fraudulent or misleading information on the application;
    - The production is declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

- No person shall use or allow to be used the official seal of the City of Newport Beach, or any cut, facsimile, or reproduction of said seal, or make or use any design which is an imitation of said seal or of the design thereof, or which may be mistaken for the seal of this City or the design thereof, for malicious or commercial purposes, or for any purpose other than for City purposes of any officer, board or department thereof, without the express consent of the City of Newport Beach.

- Production is permitted to shoot only at the location(s) listed on the permit. No other production or filming has been approved by the Finance Department.

NOT A PERMIT

- Production may not film on any private property without consent of the owner.
- Production may not film or photograph any member of the public or private property without permission of the person or owner.
- Production does not have any exclusive use of any of the above locations, including streets, alleys, beach or ocean. All locations will remain open to the public at all times.
- Production may not possess or consume alcohol and smoking is prohibited within City parks and beaches.
- Production may not interfere with the public peaceful enjoyment of the public and or surrounding neighborhoods.
- Production is not permitted to shoot within any City parks without a permit issued by Newport Beach Recreation and Senior Services.
- Production All vehicles including but not limited to large vehicles and or cube trucks must abide by all parking signs and may not impede any streets or sidewalks. All vehicles must be parked legally and all parking fees must be paid**.** For any vehicles that have not been approved through a Temporary Street Closure permit parking is on a first come first served basis.
- Production must not block storefronts, streets, driveways, pier, access, emergency access or business locations with any production equipment or crew.
- Production shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use. The area used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- Production is to follow all lawful orders from Fire, Lifeguards, Police Department and any other City representatives.
- Production must have permission from the property manager and or Homeowners Association if any production occurs within these types of housing or location areas. Production must abide by all conditions set forth by the property manager and or Homeowners Association.

NOT A PERMIT